

From: Bob Niederman
To: Microsoft ATR
Date: 12/8/01 3:14am
Subject: Microsoft settlement

(This is similar to an email I previous sent, but with 2 new points (see 10 and 11) and some more enhancements on previous points.)

I believe that any settlement that would have a chance of restoring competition to the computer industry would require at least the following:

- 1) All terms must be enforced by a non-Microsoft party with full access to all Microsoft resources, including source code, email, memos, letters, working papers, etc. There is no such thing as a confidential document for Microsoft anymore. Microsoft cannot be trusted to voluntarily comply with any agreement.
- 2) All communication protocols used by all microsoft products must be fully documented. Such documents must be made available to any and all parties for any reason, free of any charges or limitations in use. Microsoft is not allowed to change their protocols until 90 days after documentation of such changes are made available to any parties requesting them, free of charge or limitations in use.
- 3) The previous term must also apply to all Microsoft APIs (Application Programming Interfaces).
- 4) Microsoft may not keep agreements secret. In particular, the terms of the current OEM agreements, currently protected as "trade secrets" must be disclosed.
- 5) Microsoft may not use agreements with Computer OEMs to restrict in any way the addition of other software to the computers. In particular, OEMs are not to be prohibited from selling "dual-boot" systems, where the system can be booted into Windows or into some other operating system, such as Linux or a form of BSD or BeOS.
- 6) Microsoft may not use their licensing terms to stop users or developers from using Open Source software or Free Software.
- 7) Microsoft may not meddle in the the legislative processes of Federal,

State or local governments or bodies that make recommendations to them, with their work on UCITA being a prime model of behaviour that is prohibited to them as a monopoly.

8) Microsoft services (such as MSN or hotmail) may not require the use of microsoft software by users wishing to use the service. (Which Microsoft did on MSN, restricting non-MS browsers.)

9) Microsoft services, such as MSN, must not be forced upon users through exclusive contracts with ISPs or LECs (such as currently with Qwest).

10) Microsoft products sold on OEM systems must be priced separately. The same systems must be available to the consumer without the Microsoft products and the price must be discounted by the cost of the microsoft product. "Per CPU" licensing is prohibited. The OEMs are charged proportionally to the copies of Microsoft products they sell. Micorosoft cannot charge based on sales of OEM machines that do not have the Microsoft products included.

11) Microsoft is not allowed to use the price of software in calculating the value of any settlement, payment, or in publicity regarding same. (as in the ridiculously inflated value of their proposed aid to schools in exchange for gwetting private suits dismissed).